

**MEMORANDUM OF UNDERSTANDING
CAPITAL AREA REGIONAL PLANNING COMMISSION MAPPING SERVICES**

The purpose of this Memorandum of Understanding (“MOU”) is to identify the terms under which CARPC provides mapping services to local units of government.

1. PARTIES

The parties to this MOU are the Capital Area Regional Planning Commission (“CARPC”), 210 Martin Luther King Jr. Blvd Room 362, Madison, WI 53703 and Town of Berry, 9046 State Road 19, Mazomanie, WI 53560

2. CARPC SERVICES

CARPC will provide maps and data (“Services”) that include:

- Zoning based on a parcel number table or areas not matching tax parcel boundaries
- School district boundaries
- Elevation
- Future land use plan
- Existing land use
- Listing of property owners within a certain distance
- Base map
- Environmentally sensitive area (floodplain, wetland, steep slopes)
- Data and maps to support the Farmland Preservation program in a Town.
- Other data services available from CARPC requested by the Town.

CARPC staff will make data available through a web browser interface. An example of the service areas and environmental corridors may be found here:

<http://www.arcgis.com/home/webmap/viewer.html?webmap=4d559fabf98e482e9a70f1c49b42ea3c&extent=-89.9099,42.8125,-88.8957,43.3086>

3. SERVICE REQUESTS

To obtain Services, Local Government will provide a written request to CARPC that describes the desired data and maps and includes an approximation map that delineates the location of the area to be rezoned and the district into which it is being zoned.

CARPC will respond with an estimate of staff hours required, length of time to complete the request, and cost to Local Government. Services will be provided at the rate of \$60 (?) per hour.

Upon receipt of written acceptance by Local Government, CARPC will prepare and deliver a “proposed zoning map” for use by Local Government in their zoning review process.

When Local Government completes a rezoning, they will provide to CARPC the following:

- a. A to-scale map of the area that is to be rezoned along with a letter from the zoning administrator, with whom the Local Government contracts for zoning services, indicating the area has been rezoned; and

- b. A copy of the minutes from the Town Board from the meeting at which the zoning change was approved, or a letter signed by the Town Clerk stating that the zoning change was approved.

Upon receipt of the above, CARPC will update Local Government maps as needed to reflect the zoning changes.

If, due to unforeseen circumstances, CARPC is unable to provide requested Services within agreed upon time period, CARPC will notify Local Government in writing and provide a revised date of delivery of data and maps.

Local Government may cancel its request for services in writing with three (3) business days' notice at any time, after which CARPC will invoice Local Government for hours of Services performed up to the date of cancellation.

4. PAYMENT

CARPC will invoice Local Government following receipt by Local Government of completed maps and data. Payment of invoices by Local Government are due to CARPC within forty-five (45) days of receipt by Local Government of an invoice. If Local Government has outstanding invoices that are more than thirty (30) days past due, the Local Government will need to pay the balance due before CARPC performs any future work for the Local Government.

5. TERM

This MOU is effective when signed by both CARPC and the Local Government. It expires on December 31, 2018. Either party may withdraw from the MOU within thirty (30) days by prior written notice.

6. LIMITATION OF LIABILITY

Notwithstanding anything to the contrary contained in this Agreement or provided for under any applicable law, in no event is CARPC liable in contract, tort (including negligence) or otherwise for any special, incidental, or consequential damages arising out of or relating to the services provided pursuant to this MOU. To the fullest extent allowed by law, CARPC's liability to the Local Government or any other persons or entities is limited to the amounts received by CARPC in payment for the services rendered. Furthermore, nothing contained within this MOU is intended to be a waiver or estoppel of CARPC or its insurer to rely upon the limitations, defenses, and immunities contained within the Wisconsin Statutes including, without limitation, Wis. Stat. § 893.80.

7. SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this MOU shall not affect the validity, legality, or enforceability of any other provision of this MOU, which shall remain in full force and effect.

8. INDEMNIFICATION

To the fullest extent permitted by law, the Local Government agrees to save, indemnify, hold harmless CARPC, its officers, directors, employees, representatives, and agents from and against any claims, actions, proceedings, losses, judgments, penalties, fines, damages, liabilities, or costs and expenses (including reasonable attorneys' fees) based upon or arising out of Local Government's usage of the Services provided by CARPC under this MOU.

9. GOVERNING LAW; JURISDICTION

This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Wisconsin, without regard to its conflict-of-laws rules.

10. ARBITRATION

In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of sixty (60) days, then, upon notice by either part to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules. As an alternative to AAA, the parties may elect to have the matter resolved by a single arbitrator who shall be a retired Dane County Circuit Judge agreed to by the parties. The place of arbitration shall be Madison, Wisconsin. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

11. ENTIRE AGREEMENT

This MOU supersedes any previous agreement or undertakings. It may not be modified except in writing executed by both parties.

The parties have caused this MOU to be executed by individuals and officers duly authorized on the dates noted below.

CAPITAL AREA REGIONAL
PLANNING COMMISSION

TOWN OF BERRY

By: _____
Steve Steinhoff
Deputy Director

By: _____
Anthony Varda
Town Chair

Date: _____

Date: _____